Lakewood Board of Education
Lakewood, New Jersey

Request for Bid

Bid Specifications
&
General Requirements For

PRE-K KOSHER VENDED MEALS

BID 02-1617

Tuesday, June 7, 2016
Bid Opening Date

11:00A.M.
Bid Opening Time

Opening Location: Lakewood Board of Education
200 Ramsey Avenue
Lakewood, New Jersey 08701

Thaddeus Thompson
School Business Administrator

LAKEWOOD BOARD OF EDUCATION
REQUEST FOR BIDS

The Board of Education of Lakewood, New Jersey, solicits Bids for the School Year **2016-2017:**

Bid No. BID 02-1617 Title: PRE-K KOSHER VENDED MEALS
All necessary Bid specifications and Bid forms may be secured upon written request to:

Thaddeus Thompson
School Business Administrator, Board Secretary
Lakewood Board of Education
200 Ramsey Avenue
Fax 732-905-3687
E mail dpiasentini@piners.org

Bids must be sealed and delivered to the Business Office, Office of the School Business Administrator, Lakewood Public Schools, ***on or before*** date and time indicated below. The envelope is to bear the following information:

Title: **PRE-K KOSHER VENDED MEALS**
Bid No.: **BID 02-1617**
Name and Address of the Respondent: _____
Date: **Tuesday, June 7, 2016**
Time: **11:00A.M.**

The Bid opening process will begin on the above date and time in the Office of the School Business Administrator, Lakewood, New Jersey. Bids may also be submitted to the School Business Administrator or his designee, prior to the advertised date and time. On the advertised date and time, the School Business Administrator shall publicly receive and open all Bids. ***No Bids shall be received after the time designated in the advertisement.*** (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting Bids.

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27-1 et seq.

Corporate respondents are required by law (N.J.S.A. 52:25.24.2) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the Bid. The Bid package will also include other documents that must be completed and returned with the Bid. Failure to comply complete and submit all required forms, may be cause for disqualification and rejection of the Bid.

The Board of Education reserves the right to reject any or all Bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

All Bids solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

Thaddeus Thompson
School Business Administrator, Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Lakewood Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Lakewood Board of Education or anyone proposing to do business with the Lakewood School District.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Lakewood Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Lakewood Public School District or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Lakewood Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Lakewood Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Lakewood Board of Education.

Thaddeus Thompson
School Business Administrator/Board Secretary

LAKEWOOD BOARD OF EDUCATION
BUSINESS OFFICE
200 Ramsey Avenue
Lakewood, NJ 08701

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Lakewood Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with authorized signatures and a Purchase Order Number.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

  Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and **a purchase order number.**

- **Contact the Business Office!**

  Please alert Diane Piasentini at (732) 364-2400 X7019 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

  The Lakewood Board of Education will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Lakewood Board of Education will only recognize purchase orders signed by:

Thaddeus Thompson
School Business Administrator,
Board Secretary

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

ADVISORY INFORMATION FOR RESPONDENTS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the respondent to ensure that their Bid is presented in a sealed envelope at the District's Business Office, Office of the School Business Administrator or designee, prior to the advertised date and time fixed for closure of the Bid period. This will occur promptly for this Bid on **Tuesday, June 7, 2016 @ 11:00A.M.** No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar which can be found online. Access to the Administration Building may be delayed because of security clearance. Respondents may also submit Bids to the School Business Administrator or his designee at the Bid opening meeting held in the Administration Conference Room, located at 200 Ramsey Avenue, Lakewood, NJ prior to the advertised Bid opening date and time. Once again, Bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Lakewood Board of Education Administration Building is at a premium. ***Allow enough time to locate a parking space.***

Heavy traffic hours by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:00 p.m., since the High School is adjacent.

3. MAIL

Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30a.m.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from 10:00 a.m. on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting Bids to the Business Office because of security clearance.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their Bid to the Business Office, and personally turn it in to the office of the School Business Administrator before the advertised date and time. **Please understand that Bids arriving after the advertised date and time for any reason cannot be accepted or opened or considered.**

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID CHECKLIST

A. ***Documents to be Returned with Bid***

1. Acknowledgement of Addenda **(if applicable)**
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Chapter 271 Political Contribution Disclosure Form
4. Contractor/Vendor Questionnaire / Certification
5. Disclosure of Investment Activities in Iran
6. Financial Guarantee and/or Certificate (Consent) of Surety—**when required**
7. New Jersey Business Registration Certificate
8. Non-Collusion Affidavit
9. Bid Form
10. Respondent's Comment Form – **Optional**
11. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration

The documents listed above when required, are to be submitted with the Bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. ***Reminder Checklist***

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this Bid. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Bid package.

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents **(BLUE INK)?** No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the Bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the Bid to reach the Business Office?		

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID 02-1617

GENERAL SPECIFICATIONS

Thaddeus Thompson
School Business Administrator
Board Secretary

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID
PRE-K VENDED KOSHER MEALS

INSTRUCTIONS TO REPONDENTS

1. **BIDS ARE**
   TO BE SUBMITTED TO: Thaddeus Thompson, School Business Administrator/ Board Secretary
   200 Ramsey Avenue, Lakewood, NJ 08701

   BY: **11:00A.M.** PREVAILING TIME ON: **Tuesday, June 7, 2016**

   by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the Bid opening meeting.

2. **Bids** must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Bids ***must be*** submitted on the submittal forms as provided, and in the manner designated. The Board of Education **requires one original** and **five (5) duplicate copies** of the Bid package. The duplicate is necessary for processing the Bids. Respondents should also keep a complete copy of the Bid packet, exactly as submitted.

Envelope Label Information:

District :	**Lakewood Board of Education**
Bid No.:	**BID 02-1617**
	PRE-K VENDED KOSHER MEALS
Date:	**Tuesday, June 7, 2016**
Time:	**11:00A.M.**
Respondent:	*Name of Company*
	Address
	City, State Zip

Failure to properly label the Bid envelope may lead to the rejection of the Bid!

The Board of Education does not accept electronic (e-mail) submission of bids.

3. **PURPOSE**

The Lakewood Board of Education is soliciting request for Bids for Pre-K Kosher Vended Meals..

4. AFFIRMATIVE ACTION REQUIREMENTS

Each respondent shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

i. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or

ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or

iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C.17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of Bid. However, the Board will accept in lieu of the Questionnaire, the Certificate of Employee Information Report, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq."

5. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the Bids, however subject to extension pursuant to N.J.S.A. 18A:18A-36(a).

6. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all respondents shall submit with their Bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the Bid package, or prior to the award of contract, will be cause for the rejection of the entire Bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a

contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

7. CERTIFICATE (CONSENT) OF SURETY ☐ REQUIRED ☒ **NOT REQUIRED**

When required, each respondent shall submit with its Bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the Bid.

Failure to submit or to sign the Certificate (consent) of Surety when required will be cause for disqualification and rejection of Bid.

8. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the School Business Administrator no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

9. COMPLIANCE WITH ALL LAWS – *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limited the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects,

10. COORDINATION OF ACTIVITIES

The following people will coordinate the activities for this Bid : Thaddeus Thompson, School Business Administrator email: tthompson@piners.org.

11. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Lakewood Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage

Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All respondents are required to submit a sworn statement indicating whether or not the respondent is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

12. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the Board that are to be returned with the Bid. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact Diane Piasentini, Assistant Purchasing Agent, at (732-905-3574) for duplicate copies of the forms. This must be done before the Bid opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his Bid.

13. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink **(BLUE).** Failure to sign and return all required documents with the Bid package may be cause for disqualification and for the Bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

*Forms provided by the Board of Education that must be returned with Bid.

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Bid Form
- Stockholders' Disclosure/ Ownership Declaration

*Please check your BID package for these forms!

14. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a Bid, acknowledges that he has carefully examined the Bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a Bid for a service contract shall include in his Bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of

the work, and other pertinent work as hereinafter described, in accordance with the Bid specifications and documents.

14. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for $25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds $2,500.00, but is less than $25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for $2,500.00 or less, the offender is guilty of a crime of the fourth degree.

15. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

Financial Guarantee ☐ REQUIRED ☒ **NOT REQUIRED**

Each Bid when required shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of $20,000 (twenty-thousand dollars). This guarantee shall be made payable to the Lakewood Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial guarantee check for unsuccessful respondents will be returned as soon after the Bid opening as possible but in no event later than (10) days after the Bid opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the Bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Lakewood Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

Failure to submit or failure to sign the financial guarantee if required shall be cause for disqualification and rejection of Bid.

16. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected

which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

17. GENERAL CONDITIONS

A. Authorization to Proceed -- Successful Contractor
No service shall be rendered by the successful contractor unless the vendor receives an approved purchase order authorizing the contractor to render the service.

B. Award of Contract
It is the intention of the Lakewood Board of Education to award the contract(s) for this Bid pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d, e).

C. Contracts
Upon notification of award of contract by the Lakewood Board of Education, the successful vendor(s) shall sign and execute said contract and return it, together with the following:

- Certificate of Liability Insurance with the Lakewood Board of Education names as an additional insured.(If required) or Professional Liability Insurance (If required)
- Affirmative Action Evidence in the form of Certificate of Employee Information Report as issued by the Department of Treasury.
- Other required documents as may be outlined in the Bid specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents shall be returned to:

Thaddeus Thompson
School Business Administrator, Board Secretary
Lakewood Board of Education
200 Ramsey Avenue
Lakewood, NJ 08701

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the financial security becoming property of the Lakewood Board of Education. The Board of Education reserves the right to accept the Bid of the next lowest responsible respondent.

D. Renewal of Contract; Availability and Appropriation of Funds
The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator, Board Secretary, may negotiate terms for a renewal of contract Bid and present such negotiated Bid to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract
The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in

accordance with the plans and specifications on or before the date listed in the Technical Specifications.

F. Purchase Order Required; Notice to Proceed
No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

G. Deadline for Submitting Bids
All Bids shall be addressed to:

Thaddeus Thompson
School Business Administrator, Board Secretary
Lakewood Board of Education
200 Ramsey Avenue
Lakewood, NJ 08701

All Bids are to be received by the Board of Education no later than

Tuesday, June 7, 2016
11:00A.M.

Failure to properly label the Bid envelope may lead to the rejection of the Bid!

Bids received after the date and time noted shall not be considered or opened.

H. Number of Copies to be Submitted -- **One (1) Original; Five (5) Copies**
The district requires one (1) original Bid and five (5) copies to be submitted at the Bid date and time.

18. INSURANCE AND INDEMNIFICATION ☒ REQUIRED ☐ NOT REQUIRED

The respondent to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep enforce until the contract expires, insurance of the types and amounts listed below:

General Liability -- $2,000,000. General Aggregate
$1,000,000. Products
$1,000,000. Personal Injury
$1,000,000. Each Occurrence
$50,000. Fire Damage
$5,000. Medical Expense

(A) Insurance Certificate – When Required

a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
c. The certificate holder shall be as follows:

Lakewood Board of Education
c/o Thaddeus Thompson

School Business Administrator, Board Secretary
200 Ramsey Avenue
Lakewood, NJ 08701

d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

"Lakewood Board of Education is named as an additional insured"

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	$1,000,000 Each Accident
Bodily Injury by Disease	$1,000,000 Policy Limit
Bodily Injury by Disease	$1,000,000 Each Employee
Contract Liability	Same as General Liability
Automobile Liability	$1,000,000 Per Occurrence

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incidental to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

19. INSURANCE; PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

☒ **REQUIRED** ☐ NOT REQUIRED

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

$1,000,000 Each Incident; Occurrence; Wrongful Act
$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

The Lakewood Board of Education
c/o The Business Office

and remain in full force during the term of contract.

20. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the BID with care and observe all their requirements. **Recipients of the BID package will have the option of submitting comments and questions in writing to the appropriate individuals indicated above.** All questions about the meaning or intent of this BID, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the BID package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days prior to the date fixed for the opening of Bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of Bids. All addenda so issued shall become part of the contract document.

21. IRAN DISCLOSURE FORM N.J.S.A. 18A:18A-49.4

Pursuant to Public Law 2012, c. 25, any person or entity that submits a Bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Respondents must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, respondents must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid shall be cause for rejection of the bid.

22. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Lakewood Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

23. NON COLLUSION AFFIDAVIT (N.J.S.A. 2A:93-6)

A notarized Non-Collusion Affidavit must be submitted with the Bid package.

24. OPENING OF BID – Bid Number BID 02-1617

All Bids shall be opened on **Tuesday, June 7, 2016 @ 11:00 A.m.**. in the Office of the School Business Administrator in the Administration Building located at 200 Ramsey Avenue, Lakewood, NJ 08701. The names and addresses of the respondents submitting Bids will be recorded.

25. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor; and
- Personnel attendance logs; and
- Invoices, and
- All of the information required under Technical Specifications

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the board of education purchase order number.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the dates and time goods or services were rendered
- The invoice must be submitted to the Purchasing Office within thirty (30) days of service.

26. PERFORMANCE BOND ☒ **REQUIRED** ☐ NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of **$250,000** once the final amount of the Contract becomes known and the Contractor agrees to provide a Performance Bond equal to same which guarantees the faithful performance of the Contract. Failure to provide same may be cause for immediate termination of the Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in

accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful respondent shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his Bid by the Board.

The Lakewood Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

27. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of $50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

28. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a)(1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of $17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period."

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2,3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required --N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their BID package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

29. PRESENTATION AND INTERVIEWS

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after Bids have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the Bid be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)**

30. PRE-SUBMISSION OF BID MEETING

The Lakewood Public School District **will not** hold a pre-submission of Bid meeting.

31. QUALIFICATION OF BIDDERS – Contractor Questionnaire Certification Form

The Lakewood Township Public Schools may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require for it to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

32. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law – N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Person
CN 368
Trenton, NJ 08625-0368

33. RESPONDENT'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the respondent to ensure that their Bid is presented to the Business Office and officially received before the advertised date and time of the Bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any Bid not properly labeled and sealed.

34. STOCKHOLDERS' DISCLOSURE

All respondents are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the Bid or accompanying the Bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of

all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

35. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education have an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the Bid specifications;
- Affirmative Action Evidence as outlined in the Bid specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

In cases of subcontracting, the Lakewood Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Lakewood Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

36. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Lakewood Board of Education.

Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Lakewood Board of Education. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

37. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the Bid upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

38. WITHDRAWAL OF BIDS

Before The Bid Opening

The School Business Administrator may consider a written request from a respondent to withdraw a Bid if the written request is received by the School Business Administrator before the advertised time of the Bid opening. Any respondent who has been granted permission by the School Business Administrator to have his/her Bid withdrawn cannot re-submit a Bid for the same advertised Bid project. That respondent shall also be disqualified from future Bids on the same project if the project is re-advertised.

After The Bid Opening

The Board of Education may consider a written request from a respondent to withdraw a Bid, if the written request is received by the School Business Administrator within five (5) business days after the Bid opening. A request to withdraw a Bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a Bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a Bid after the Bid opening may be reviewed by the School Business Administrator and, other interested administrators' and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the Bid withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the Bid withdrawn, the request to withdraw the Bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID 02-1617

TECHNICAL SPECIFICATIONS

Thaddeus Thompson
School Business Administrator
Board Secretary

1. **QUALIFICATIONS**

Specifications for PRE-K KOSHER VENDED MEALS (no religious exemptions):

- Vendor shall be an independent contractor and shall retain control over its employees and agents

- Approximately **200** meals will be served for the summer school period which shall run from **July 1, 2016 thru August 19, 2016 and will be delivered to the LECC Campus I, II and III**

- Approximately **400** breakfast, lunch and snacks will be served per day during the School Year**, September 2016 thru June 2017. This amount may increase or decrease on a daily basis.**

If the contractor fails to perform within the specifications of this contract or the vendor becomes insolvent or if a petition of bankruptcy is filed by the vendor, the contract may be terminated without liability to the Board of Education. If in the opinion of the Board of Education the vendor is performing unsatisfactorily, the Board of Education may terminate the contract at any time within the terms of the contract, with thirty (30) days written notice.

2. **METHOD OF AWARD**

All Contracts shall be for twelve (12) consecutive months unless otherwise noted in technical or supplemental specifications. Vendor agrees that in the event the Contract award is not in compliance with the above dates due to unforeseen delays, then vendor will accept the Contract commencing with the formal date of award, and for the period determined to be in the best interest of the Board of Education. The Contract may have four (4) one year options for renewal, to be determined by the Lakewood Board of Education and mutually agreed upon.

3. **ALLOWABLE MEAL PRICE INCREASES**:

For renewals, any price increase to the original meal price(s) of the contract are tied to the Consumer Price Index (Quarterly Index Rate), which can be accessed at the New Jersey Department of Community Affairs Division of Local Government Services website at: www.state.nj.us/dca/divisions/dlgs/programs/lpcl_docs/cur_index_rate.pdf..

The index rate percentage is applied to the Base Year meal price(s) for each meal type (breakfast, lunch, and snack). The calculated increase is added to the meal price(s) for each meal type (breakfast, lunch, and snack) from the previous year. The Index rate percentage for each meal type **CAN NOT** be exceeded. The rate is determined based on

the index rate posted on the website on the date of the Board meeting when the renewal is approved. The quarter that the rate covers is not applicable.

4. **MENU/MEAL PATTERN**

- All meals supplied will conform to the final rule on New School Meal Requirements made from the United States Department of Agriculture menu pattern requirements for grades PK-6 and grades 7-12.
- The USDA GRAINS AND BREADS CHART (State Agency Form 33) must be completed.
- Breakfast Meal pattern must also be followed. Breakfast must be Hot and Cold
- The snack is a non reimbursable snack and must only follow the Lakewood Board of Education Model School Nutrition Policy.
- The proposed breakfast and lunch menu to be used shall be available to the LEA at least two (2) weeks in advance of service.
- Vendor will be responsible for printing and distribution of menus. The vendor shall provide twenty-one (21) - day cycle menu with their bid.

5. **COMPLIANCE WITH SCHOOL MEAL INITIATIVE (SMI)**

All meals must comply with Dietary Guidelines and meet the Nutrient Standards as established by the Guidelines. In order to accomplish this and conduct nutrient analysis of meals served to students, the following information must be available.

- Recipes for all menu items offered as part of the reimbursable meal
  AND/OR
  Nutrient fact sheets for all food items as part of the reimbursable meal.
- Detailed Production Records
- Menus listing all components of the reimbursable meals.

6. **DELIVERY**

HACCP (Hazard Analysis Critical Control Point) Procedures must be followed in the preparation and delivery of meals. Vendor will provide all vended meals as individual, unitized meals packaged in sealed, leak-proof containers suitable for transport. Vendor will provide and prepare a daily delivery slip and production records, to be verified upon delivery.
Delivery will be refused of any and all meals exposed to the elements or damaged in a manner so as to lose eye appeal; the vendor will be responsible for replacement without delay of any meals refused.

7. **SUPPLIES AND TRANSPORTATION**

All vehicles, containers, tray utensils and other items required for the transportation and service of meals in question shall be provided by the vendor at the sole cost and expense of the vendor. Vendor shall purchase and /or supply all food and other supplies required under this Contract on behalf of the Lakewood Board of Education

- **Calendar**: Vendor will provide breakfast, lunch and snack on a daily basis, Monday through Friday, on days when school is in session according to the school calendar. (Schedule B) No meals will be provided on days when school is closed. The School Food Authority (SFA) will not be responsible for receiving or paying for vended meals on days when schools are closed, as shown on the SFA school year calendar; on any planned non serving day that is not shown on the calendar, provided the SFA notifies Vendor by phone, email or fax at least 7 days in advance of such date; and on days when schools are closed due to inclement weather.

- **Menu**: Vendor will provide a monthly menu calendar of breakfast, lunch and snack to be provided to students. Lunches must meet the National School Lunch Program requirements set forth in 7 CFR Section 210.10; Breakfast must meet the School Breakfast Program requirements set forth in 7 CFR Section 220.8 and Afterschool snacks must meet the Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10. Vendor will provide the SFA with subsequent menus prepared on a monthly basis at least 7 days in advance of their effective dates.

- **Substitutions**: In the event of a one-day school closing due to inclement weather or an emergency, Vendor may choose to provide that day's scheduled meal on the next day. Additionally, Vendor may choose to provide a substitution to a meal component as long as Vendor first notifies the SFA of the substitution. All substitutions shall meet all meal pattern requirements.

- **Milk**: All vended meals supplied by Vendor will include milk. For all purchases of fresh milk for the SFA vended meals, Vendor shall purchase an amount of fresh milk from New Jersey producers at least equal to the amount of fresh milk proposed to be furnished to the SFA, in accordance with N.J.S.A. 18A:18A-6 and N.J.A.C. 2:55-1.1 *et seq.*

- **Charges**: The vendor will invoice the Lakewood Board of Education each month at the agreed upon rate of menu pattern lunch and breakfast and snack for the duration of the contract period. An invoice listing the prices, daily number of meals delivered and the monthly total meals will be given to the Board of Education by the fifth (5^{th}) business day of the following month. Payment of invoices will be made after the approval of the Lakewood Board of Education.

- **Records**: The vendor shall be responsible to maintain and keep all recipe and product information sheets required for the SMI analysis. These will be provided to the Lakewood Board of Education on request.

Vendor shall be responsible for sending a daily production record with the following information.

Menu Item
Recipe Number
Individual Portion Size
Temperatures
HACCP Cooking Processes
Number of Individual Portions sent to Lakewood Board of Education
Number of portions used must be recorded on the Daily Production Record

- **Meetings**: Vendors are required to meet with LECC Administrator on a bi-annual basis to discuss any questions, problems or concerns they may have.

- **Other Products /Services to be Provided by Vendor:** Condiments, Paper Product requirements and eating utensils, Small wares such as serving utensils, Steam Table Pans etc., Equipment required on site for reheating, serving or maintaining temperature of meal components.

- **Health and Sanitation:** Vendor will maintain applicable state and local health certifications for all facilities in which meals are prepared for the SFA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID 02-1617

BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the Proposal package – Failure to submit the Bid documents and other documents so specified may be cause to reject the Bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

Thaddeus Thompson

School Business Administrator
Board Secretary

To be completed, signed below and returned with proposal.

Mr. Thaddeus Thompson
School Business Administrator
Board Secretary
Purchasing Agent

BID Form

PRE-K KOSHER VENDED MEALS
BID 02-1617

Lakewood Township Board of Education

The undersigned declares that he is the owner or representative of the firm, who is experienced in the type of work called for in the bid specifications, is of lawful age, and is the only one interested in this bid, and that no other than said bidder has any interest herein. The undersigned having carefully familiarized himself with the scope of work and conditions and having examined and fully understood the contract documents prepared by the Owner, hereby affirms and agrees to enter into a contract to **provide all** supervision, labor, material, equipment, transportation and any other expenses to provide Kosher Meals to the Pre-School population of the Lakewood School District.

PRICE BID:

	Unit Price per meal/snack	Annual estimated number of meals/snacks	Annual estimated Cost
BREAKFAST	$	78,000	$
LUNCH	$	78,000	$
SNACK	$	78,000	$
			TOTAL COST $_____

The undersigned hereby affirms and states that the price quoted herein constitutes the total cost to the owner for all work involved and that his cost also includes all insurance, transportation

charges, use of all tools and equipment, supervision, labor, bonus, overhead, profit and all other work, services, and conditions furnished in accordance with the requirements of the contract documents and considered severally and collectively.

Having examined the specifications and bid conditions, I agree to deliver to the Lakewood Township Board of Education the services as per the bid specifications listed above. The Lakewood Township Board of Education reserves the right to request all bidders to explain the method used to arrive at any and all cost figures.

_____

Print Name and Title

_____

Date

_____

Company Name

_____

Address

_____

Telephone # Fax #

_____

E-mail Address

_____

Signature

To be completed and signed below. ***Return With Bid***

Pre-K Kosher Vended Meals

Acknowledgement of Addenda

Proposal Number **BID 02-1617** Proposal Date: **Tuesday, June 7, 2016 @ 11:00A.M.**

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.	ISSUING DATES
_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed below and returned with BID.

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid No. **BID 02-1617** Bid Date: **Tuesday, June 7, 2016 @ 11:00A.M.**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

   If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report. ☐ Yes ☐ No

   If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered ***"NO"*** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract compliance/

- Click on "Employee Information Report"
- Complete and submit the form with the *appropriate payment* to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company_____

Address _____

City, State, Zip _____

To be completed, signed below and returned with proposal.

Lakewood Board of Education
Business Office
200 Ramsey Avenue, Lakewood, NJ

Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business
Entity_____

Proposal No: **BID 02-1617** Title: **PRE-K KOSHER VENDED MEALS**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

[1] N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

P.L. 2005,c.271

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year $50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Ocean
State: Governor, and Legislative Leadership Committees
Legislative District #s: 9, 10, & 30
State Senator and two members of the General Assembly per district.

County:
Freeholders County Clerk Sheriff Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Barnegat Light Borough
Barnegat Township
Bay Head Borough
Beach Haven Borough
Beachwood Borough
Berkeley Township
Brick Township
Dover Township
Eagleswood Township
Harvey Cedars Borough
Island Heights Borough
Jackson Township
Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Township
Manchester Township
Mantoloking Borough
Ocean Gate Borough
Ocean Township
Pine Beach Borough
Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Ship Bottom Borough
South Toms River Borough
Stafford Township
Surf City Borough
Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township
Bay Head Borough
Beach Haven Borough
Berkeley Township
Brick Township
Central Regional
Eagleswood Township
Island Heights Borough
Jackson Township
Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Island
Manchester Township
Mantoloking
Ocean Gate Borough
Ocean Township
Pinelands Regional
Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Southern Regional
Stafford Township
Toms River Regional
Tuckerton Borough

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1
Brick Township Fire District No. 2
Brick Township Fire District No. 3
Dover Township Fire District No. 1
Dover Township Fire District No. 2
Jackson Township Fire District No. 1
Jackson Township Fire District No. 2
Jackson Township Fire District No. 3
Jackson Township Fire District No. 4
Lakewood Township Fire District No. 1
Little Egg Harbor Township. Fire District No. 1
Little Egg Harbor Township Fire District No. 2
Little Egg Harbor Township Fire District No. 3
Plumsted Township Fire District No. 1

SCHEDULE A

SFA SCHOOLS RECEIVING VENDED MEALS

SCHOOL NAME & ADDRESS	SCHOOL TYPE	VENDED MEALS PROVIDED
LECC CAMPUS I,II and III 100 LINDEN AVE LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
PINER ELEMENTARY SCHOOL 1141 E. COUNTY LINE RD LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
SPRUCE STREET SCHOOL 90 SPRUCE STREET LAKEWOOD, NJ 08071	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
CLIFTON AVE GRADE SCHOOL 625 CLIFTON AVE LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
ELLA G. CLARKE SCHOOL 455 MANETTA AVE LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
OAK STREET SCHOOL 75 OAK STREET LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
LAKEWOOD MIDDLE SCHOOL 755 SOMERSET AVE LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner
LAKEWOOD HIGH SCHOOL 855 SOMERSET AVE LAKEWOOD, NJ 08701	☐ Pre-K ☐ Elementary ☐ Middle ☐ High School	☐ Breakfast ☐ Lunch ☐ After School Snack ☐ Dinner

SCHEDULE B

SCHOOL CALENDAR

LAKEWOOD SCHOOL DISTRICT

2016-2017

September-16				
M	T	W	T	F
5		F-7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October-16				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November-16				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December-16				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January-17				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

August 25th -Sixth Grade Orientation-9:00 a.m.
August 25th -Freshman Orientation -9:00 a.m.

(18) **September**
- 1,2,6 — All Staff Report Professional Day
- 5 — Schools Closed - Labor Day
- 7 — First Day - All Students

September 6 - Preschool & Kindergarten Orientation
Second Grade Orientation for CAGS, EGC, OSS
Will receive schedule in mail

(17) **October**
- 3,4 — Schools Closed - Rosh Hashanah
- 10 — Schools Closed - Columbus Day
- 12 — Schools Closed - Yom Kippur

(18) **November**
- 10 ,11 — Schools Closed-NJEA Convention
- 21,22,23 — Parent Conference **K-8 ONLY** **Shortened days K-8 ONLY**
- 24,25 — Schools Closed Thanksgiving Break

(16) **December**
- 23-30 — Winter Break

(20) **January**
- 2 — Schools Closed-New Year's, Winter break
- 16 — Schools Closed-Martin Luther King Day

(18) **February**
- 17,20 — Schools Closed-Presidents' Day

(23) **March**

(14) **April**
- 10-17 — Schools Closed-Spring Break

(22) **May**
- 29 — Schools Closed-Memorial Day

(14) **June**
- 14 — Shortened Day- **LHS & LMS ONLY**
- 15-20 — Shortened Days - **ALL SCHOOLS**
- 19 — Middle School Promotion
- 20 — High School Graduation (Last Day All)

February-17				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March-17				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April-17				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May-17				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

June-17				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Schools Closed
Staff Report-No Students
F First day
L Last day
Shortened day
Snow Day

MARKING PERIODS
1st: Nov. 16 - 45 Days
2nd: Feb. 1 - 45 Days
3rd: April 7 - 45 Days
4th: June 20 - 45 Days

PARENT CONFERENCES
November 21, 22, 23
HALF DAYS FOR K-8 STUDENTS ONLY

Number of possible days
180-Students

Revision #1 Bd Approved 3/21/16

To be completed, signed below and returned with proposal.

Contractor/Vendor Questionnaire/Certification

Proposal Number: **BID 02-1617** Title: **PRE-K KOSHER VENDED MEALS**

Proposal Date: **Tuesday, June 7, 2016 @ 11:00A.M.**

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____)_____ Ext. _____

Emergency Phone Number (_____)_____

FAX No. (____)_____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

Name of District	Address	Contact Person/Title	Phone
1.			
2.			
3.			

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Lakewood Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Lakewood Board of Education.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Lakewood Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

_____ _____

President or Authorized Agent (Print) ***SIGNATURE***

Lakewood Board of Education
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID 02-1617 –PRE-K KOSHER VENDED MEALS Respondent/Offeror: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or BID or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's BID non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the BID being rendered as non- responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name_____ Relationship to Bidder/Offeror_____

Description of Activities_____

Duration of Engagement_____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name_____ Contact Phone Number_____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Do Not Enter PIN as a Signature

Title: Date:

To be completed, signed below and returned with proposal.

NON-COLLUSION AFFIDAVIT

Proposal No. **BID 02-1617** **Title: PRE-K KOSHER VENDED MEALS**

STATE OF _____)
:ss:
COUNTY OF _____)

Proposal Date: **Tuesday, June 7, 2016 @ 11:00A.M.**

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am_____ of
Position in Company

the firm of _____ and the Respondent making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this Proposal with any potential Respondents, or otherwise taken any action in restraint of free, competitive proposals in connection with the above named Proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the City of Ocean relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

_____
(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

_____
Print Name of Notary Public

_____
NOTARY PUBLIC SIGNATURE

My commission expires _____ _____, _____. - Seal –
Month Day Year

RESPONDENT'S COMMENT FORM

Proposal No. **BID 02-1617** Title: **PRE-K KOSHER VENDED MEALS**

Proposal Date **Tuesday, June 7, 2016 @ 11:00A.M.**

This form is for Respondent's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the Proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Respondent does not like. The Proposal provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Respondent wishes to raise objection, this must be done at the Pre-Proposal meeting, or in writing to the Architect through the question process outlined in the Instructions to Respondents. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all Respondents of record. Inquires raised too close to the Proposal date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

To be completed, signed below and returned with proposal.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Proposal No. **BID 02-1617** Title: **PRE-K KOSHER VENDED MEALS**

Proposal Date: **Tuesday, June 7, 2016 @ 11:00A.M.**

Please check one type of Ownership, complete the form, and execute where provided.

☐	Corporation--	☐	Limited Partnership--
☐	Partnership--	☐	Limited Liability Corp.--
☐	Sole Proprietorship--	☐	Limited Liability Partnership--
☐	Sub Chapter S Corp.--	☐	Other-_____

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the Proposal or accompanying the Proposal of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH PROPOSAL. In the event that there are no persons who own ten percent or more of the stock or ownership of the Respondent then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

Owner's Name	Home Address	Title/Office Held	Percent (%) of Partnership Shares Owned

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

(form continued on next page) ➔➔➔

To be completed, signed below and returned with proposal.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

_____

_____

Names of Principals Title

_____

_____

_____

_____

_____

Use additional paper if needed. Check here ☐ if additional sheets are attached.

Name of Company_____

Address_____

City, State, Zip_____

Authorized Agent_____**Title** _____

_____

SIGNATURE OF AUTHORIZED AGENT

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Lakewood Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act")
(42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. I7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(REVISED 4/10)

Form AA302
Rev 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY	2 TYPE OF BUSINESS ☐ 1 MFG ☐ 2 SERVICE ☐ 3 WHOLESALE ☐ 4 RETAIL ☐ 5 OTHER	3 TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY

4 COMPANY NAME

5 STREET | CITY | COUNTY | STATE | ZIP CODE

6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE) | CITY | STATE | ZIP CODE

7 CHECK ONE IS THE COMPANY ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10 PUBLIC AGENCY AWARDING CONTRACT | CITY | COUNTY | STATE | ZIP CODE

Official Use Only	DATE RECEIVED	NAICO DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				******** MALE ********					******** FEMALE ********				
	COL 1 TOTAL (Cols 2 & 3)	COL 2 MALE	COL 3 FEMALE	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION D OBTAINED?
☐ 1 Visual Survey ☐ 2 Employment Record ☐ 3 Other (Specify)

13 DATES OF PAYROLL PERIOD USED
From To

14 IS THIS THE FIRST Employee Information Report Submitted?
1 YES ☐ 2 NO ☐

15 IF NO, DATE LAST REPORT SUBMITTED
MO DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

17 ADDRESS NO & STREET | CITY | COUNTY | STATE | ZIP CODE | PHONE (AREA CODE, NO, EXTENSION)
- -

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Appendix C

Form AA302
Rev. 1/00

NEW JERSEY FACILITY

STATE OF NEW JERSEY

Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT– READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A – COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B – EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				MALE					FEMALE					
	COL. 1 TOTAL (Cols 2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														

SAMPLE AA 302

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures. Please use **BLUE INK.**

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Mr. Thaddeus Thompson
Business Administrator
Board Secretary
Purchasing Agent